

**CITY OF WESTMINSTER
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

This Agreement ("Agreement") is entered into on the 13th of October, 2021 ("Agreement Entered Date"), by and between the City of Westminster, a municipal corporation ("City"), and Christine Cordon, an individual ("Employee"), and is made in reference to the following facts:

A. WHEREAS, Employee is currently employed as the City's City Clerk. As the City Clerk, Employee is already entitled to the benefits afforded management employees under the Compensation Resolution for Management, Administrative and Confidential employees; and

B. WHEREAS, the City Council desires to appoint Employee to act as and perform the duties of the Interim City Manager during recruitment of, and until such time as, a permanent City Manager is appointed and begins employment; and

C. WHEREAS, Employee is agreeable to performing the duties of Interim City Manager under the terms and conditions of this Agreement; and

D. WHEREAS, it is the desire of the City and Employee to enter into an Employment Agreement concerning the terms and conditions of her employment as the Interim City Manager; and

E. WHEREAS, the City desires to assure Employee that, except as provided hereinafter, upon the termination of her duties as Interim City Manager under this Agreement, she shall automatically return to the position of the City's City Clerk. She shall return to the same duties, earn the same salary, and enjoy the same benefits she would have earned and enjoyed, had she remained the City Clerk during the term of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. EMPLOYMENT

- 1.1. During the term of this Agreement, Employee shall perform all of the functions and duties of the office of City Manager, as currently in effect or as may be hereafter established by ordinance, resolution or action of the City Council.
- 1.2. All articles of the Westminster Municipal Code relating to the position of City Manager are incorporated herein by this reference as though fully set forth at length and made a part of this Agreement.
- 1.3. Employee shall not accept work from any other person or organization other than the City during the term of this Agreement, or thereafter as might conflict with her role as City Manager.

2. TERM OF EMPLOYMENT

The term of this Agreement shall begin on September 13, 2021 (the "Effective Date"). The Agreement shall continue in effect until a permanent City Manager is appointed by the City

Council or until Employee resigns from the Interim City Manager position as set forth in Section 3. This Agreement may also be terminated upon mutual written agreement of the parties, or as otherwise provided in Section 6.

3. REINSTATEMENT AS CITY CLERK/COMMUNICATIONS DIRECTOR

- 3.1 If this Agreement is terminated for any reason, Employee shall automatically return to the position of City Clerk/Communications Director. Furthermore, Employee shall have the right at any time, upon providing 30 days' prior written notice to the City, to resign from her position as Interim City Manager and return to the City's City Clerk position. Upon the effective date of such resignation, this Agreement shall immediately terminate. Upon her reinstatement to the position of City Clerk/Communications Director for any reason, Employee shall no longer be responsible for the duties and responsibilities of the office of City Manager, which shall be assigned to someone else. Employee shall thereafter be solely responsible for performing the duties and responsibilities of the office of City Clerk/Communications Director.
- 3.2 In the event that Employee returns to the position of City Clerk/Communications Director, for any reason under this Agreement, Employee's compensation and benefits shall return to the compensation and benefits she previously received as City Clerk/Communications Director, subject to any step or other increases she would have otherwise been entitled to had she remained in the position of City Clerk/Communications Director the entire time. However, any compensation and benefits Employee may have received solely as a result of her serving as Interim City Manager shall terminate upon her leaving that office.
- 3.3 During the term of this Agreement, while Employee is serving in the position of Interim City Manager, the City Clerk or City Clerk/Communications Director position shall remain a temporary position. No one shall be appointed to fill that position on a permanent basis unless Employee agrees in writing. If Employee decides that the City Clerk or City Clerk/Communications Director position should be filled in her absence, it shall be clearly communicated to the person filling the position that it is only a temporary appointment which is terminable at-will. In no event shall the appointment of a temporary City Clerk or City Clerk/Communications Director last beyond the termination of this Agreement, unless Employee otherwise agrees. The rights granted in this Section shall terminate upon the termination of this Agreement, once Employee has resumed her role as City Clerk/Communications Director or upon agreeing not to return to that position.
- 3.4. If City, within 30 days of Employee's reinstatement to her position of City Clerk/Communications Director as set forth herein, terminates Employee's employment, without cause, Employee shall be entitled to severance pay in an amount equal to six (6) months of Employee's City Clerk/Communications Director salary at the time of termination. Employee agrees to accept this severance as the sole remedy upon such termination. The payment of such severance benefit shall be conditioned upon Employee executing a general

release agreement containing a general release of all claims Employee may have against the City at the time of any such termination, in such form as may be approved by the City Attorney.

The term "cause" shall mean the following:

- a) Conviction of, or plea of, guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or the Employee's reputation; or
- b) Proven failure of the Employee/Interim City Manager to observe or perform any of her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of her receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure; or
- c) Moral Turpitude which is defined herein as (1) conduct which is contrary to honesty, or, (2) conduct which constitutes a blatant violation of moral conduct standards or vileness. Moral turpitude acts are considered to be intentionally evil which makes the act criminal

4. SALARY AND BENEFITS

- 4.1. As Interim City Manager, Employee shall receive an annual salary of Two Hundred Thirty-Seven Thousand Four Hundred Twenty Dollars and Zero Cents (\$237,420.00), payable in equal installments at the same time as other employees of the City are paid.

This amount equates to 5% above the total base pay and Continuous Meritorious Service (CMS) pay received by the Chief of Police. In the event the Police Chief receives a step increase during Employee's Interim appointment, Employee's compensation shall be adjusted accordingly in order to maintain the 5% salary differential.

- 4.2. Employee shall be entitled to all other benefits provided to Employee in the Compensation Resolution for Management, Administrative and Confidential Employees.
- 4.3. Employee shall receive a monthly automobile allowance of \$300. This takes into consideration Employee's unique position, which requires her to be available during non-regular hours, and frequently requires her to travel to meetings throughout the County directly from her home.

5. PROFESSIONAL DEVELOPMENT, DUES, SUBSCRIPTIONS AND EXPENSES

- 5.1. City hereby agrees to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the

professional development of Employee and to adequately pursue necessary official and other functions for City, including but not limited to, International City Management Association, League of California Cities, and other professional associations.

- 5.2. City agrees to pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.
- 5.3. City also agrees to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the City.
- 5.4. City recognizes that certain expenses of a non - personal and job - affiliated nature are incurred by Employee, and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

6. TERMINATION AT PLEASURE

- 6.1. Subject to the terms and conditions in this Section, Employee's employment as Interim City Manager may be terminated at the City Council's pleasure. Employee shall not be entitled to any severance in the event of such termination.
- 6.2. City Council reserves and has the right and privilege of (1) terminating the employment of Employee as Interim City Manager at the will of the City Council when the position of City Manager is filled by a permanent employee, and (2) at any time, with or without cause, by providing written notice to Employee; no prior notice is required. Such termination shall be effective on the date specified in such written notice.

7. GENERAL PROVISIONS

- 7.1. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by first class mail, postage prepaid, certified mail, or by a nationally recognized overnight delivery service. Mailed notices shall be addressed to the parties as follows:

If sent by Employee to the City:

Human Resources
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

If sent to Employee by the City:

Christine Cordon
8200 Westminster Blvd.
Westminster, CA 92683


Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of postmark.

- 7.2. Entire Agreement. The text herein shall constitute the entire agreement between the parties. This Agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both the City and Employee.
- 7.3. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected, and shall remain in full force and effect.
- 7.4. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 7.5. Best Efforts. So long as Employee is providing services to the City, Employee shall use her best efforts in performing her obligations and duties.
- 7.6. Opportunity to Consult with Counsel. Employee acknowledges that she has been represented by independent legal counsel of her own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, if Employee has not obtained independent legal counsel, she acknowledges that the failure to have independent legal counsel will not excuse her failure to perform under this Agreement or any agreement referred to in this Agreement.
- 7.7. Attorneys' Fees. In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
- 7.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.
- 7.8. Indemnification. City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the

performance of Employee's duties as Interim City Manager, unless such act or omission was an intentional tort or due to actual fraud, corruption, or actual malice. City shall not pay any punitive damages awarded as a result of any claim arising out of the performance of this Agreement, unless the Council makes the required findings in California Government Code section 825. In the event the City determines there is a conflict of interest between the City and Employee, and that independent counsel is required for Employee's defense, City shall select and pay the reasonable fees of such independent counsel. Employee shall cooperate fully in the investigation and defense of any civil action or proceeding.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

Dated: 10/19/2021



Christine Cordon

Dated: 10/19/2021



Tri Ta, Mayor

ATTEST:



Christian L. Bettenhausen, City Attorney